

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, CALIFORNIA AND RECORD OF ACTION

MAY 25, 1999

**FROM: KEITH LEE, DIRECTOR
JOBS AND EMPLOYMENT SERVICES DEPARTMENT**

SUBJECT: AMENDMENTS TO AGREEMENTS FOR SUMMER YOUTH EMPLOYMENT AND TRAINING

RECOMMENDATION: Approve the following Amendments in the total of \$571,984 to increase current funding levels to the following agencies to provide Summer Youth Employment and Training Programs for 1999. (34)

<u>CONTRACTOR</u>	<u>CURRENT CONTRACT AMOUNT</u>	<u>ADDITIONAL FUNDING</u>	<u>REVISED CONTRACT AMOUNT</u>	<u>AGREEMENT NO.</u>
Advanced Education Services	\$ 32,000	\$10,003	\$ 42,003	99-263 A-1
Apple Valley Unified School District	\$ 76,000	\$13,377	\$ 89,377	99-264 A-1
ASA Learning Center	\$ 88,000	\$16,408	\$104,408	99-265 A-1
Barstow Unified School District	\$ 77,000	\$18,459	\$ 95,459	99-266 A-1
Bear Valley Unified School District	\$ 30,000	\$13,909	\$ 43,909	99-267 A-1
Camp Fire Boys and Girls	\$150,000	\$20,769	\$170,769	99-268 A-1
Career Institute	\$102,000	\$21,000	\$123,000	99-269 A-1
Chaffey College	\$ 63,000	\$21,000	\$ 84,000	99-270 A-1
Chaffey Joint Union High School District	\$150,000	\$14,315	\$164,315	99-270 A-1
Children's Comprehensive Services, dba Advocate Schools	\$ 25,000	\$ 5,747	\$ 30,747	99-271 A-1
Chino Valley Unified School District	\$ 43,000	\$15,155	\$ 58,155	99-272 A-1
City of Redlands	\$ 51,000	\$18,599	\$ 69,599	99-273 A-1
Colton-Redlands-Yucaipa Regional Occupational Program	\$131,000	\$17,024	\$148,024	99-274 A-1
Fontana Unified School District	\$ 75,000	\$13,986	\$ 88,986	99-275 A-1
Guiding Angels, Inc.	\$ 86,000	\$20,216	\$106,216	99-276 A-1
Henkels and McCoy, Inc., Training Services	\$ 72,000	\$14,091	\$ 86,091	99-277 A-1
Hesperia Unified School District	\$132,000	\$10,178	\$142,178	99-278 A-1
Innovative Education Systems, Inc.	\$ 71,000	\$20,979	\$ 91,979	99-279 A-1
Los Angeles Project With Industry	\$ 70,000	\$20,314	\$ 90,314	99-280 A-1
Lucerne Valley Unified School District	\$ 25,000	\$14,581	\$ 39,581	99-281 A-1
Morongo Unified School District	\$ 75,000	\$16,534	\$ 91,534	99-282 A-1
National Council of Negro Women	\$105,000	\$20,258	\$125,258	99-283 A-1
Needles T.E.A.M., Inc.	\$ 51,000	\$20,727	\$ 71,727	99-284 A-1
Provisional Educational Services, Inc.	\$150,000	\$17,899	\$167,899	99-285 A-1
Redlands Unified School District	\$114,000	\$12,348	\$126,348	99-286 A-1
Rialto Unified School District	\$ 70,000	\$19,733	\$ 89,733	99-287 A-1
Snowline Joint Unified School District	\$ 42,000	\$17,143	\$ 59,143	99-288 A-1
Solutions Education Enrichment Center	\$ 75,000	\$19,600	\$ 94,600	99-289 A-1
Somos Hermanas Unidas	\$120,000	\$17,577	\$137,577	99-290 A-1
Trona Unified School District	\$ 28,000	\$21,000	\$ 49,000	99-291 A-1
Universal Training Center Nonprofit Corporation	\$146,000	\$20,475	\$166,475	99-292 A-1
Upland Unified School District	\$ 79,000	\$11,095	\$ 90,095	99-293 A-1
Victor Valley Union High School District	\$139,000	\$17,493	\$156,493	99-294 A-1
Young Women's Christian Association (YWCA) of the West End	\$105,000	\$19,992	\$124,992	99-295 A-1
	\$2,848,000	\$571,984	\$3,419,984	

Page 1 of 2

cc: JESD--Stephanie Soto w/agree.
Contractor w/agree. c/o JESD
Auditor w/agreement
SBD w/agreement
Co. Counsel-Coleman
Risk Management
SSG
File w/agreement

mll

Record of Action of the Board of Supervisors

APPROVED BOARD OF SUPERVISORS COUNTY OF SAN BERNARDINO

MOTION MOVE AYE AYE SECOND AYE
 1 2 3 4 5

EARLENE SPROAT, CLERK OF THE BOARD

BY

DATED: May 25, 1999

ITEM 043

**JOBS AND EMPLOYMENT SERVICES DEPARTMENT
AMENDMENTS TO AGREEMENTS FOR SUMMER EMPLOYMENT
May 18, 1999
Page 2**

BACKGROUND INFORMATION: In December 1998, the Jobs and Employment Services Department conducted a Request for Proposals (RFP) process to provide Summer Youth Employment Training Programs in San Bernardino County. Ads were placed in the El Chicano, Daily Bulletin, Daily Press, Precinct Reporter, and The Sun newspapers. As a result of the competitive RFP process, the above agencies were selected to receive funding. In April 1999, the Board of Supervisors approved the above contractors to provide Summer Youth Employment Training Programs in San Bernardino County.

As a result of additional Title IIB funding from the State, The Private Industry Council/Interim Workforce Investment Board (PIC/Interim WIB) has approved allocation of the additional funds to the previously approved contractors. These amendments provide additional funding to increase the number of youth participants in the 1999 San Bernardino County Summer Youth Employment and Training Program by 84. If approved, today's action will bring the total number of Summer Youth Program participants to 1,600.

Under the terms of the amendments the additional youths will receive job training, obtain employment, and/or acquire needed job skills to secure employment. In return, the County will reimburse the agencies for costs associated with training and other program costs.

Approval of this action will assist the County of San Bernardino in achieving greater success with the job-training programs.

REVIEW BY OTHERS: These amendments were reviewed and approved as to form by Deputy County Counsel Regina A. Coleman.

FINANCIAL IMPACT: The increased funding for these contracted services will be provided from the Federal Job Training Partnership Act, Title IIB (Summer Youth Employment and Training Program) funds. There will be no local cost. Adequate provisions have been included in the department's FY 1998-1999 budget for these proposed services and will be included in the department's submitted 1999/2000 FY budget.

SUPERVISORIAL DISTRICT(S): All Districts.

PRESENTER: Keith Lee, Director, Jobs and Employment Services Department.



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	New	Vendor Code		Dept.	Contract Number	
M	Change					
X	Cancel	CITYOFR766		SC	A	99-273 A-1
County Department				Dept.	Orgn.	Contractor's License No.
Jobs and Employment Services Department				JOB	a8E9	NA
County Department Contract Representative				Ph. Ext.	Amount of Contract	
Keith Lee, Director				388	\$ 69,599	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number
SAN	JOB	BSY9	300	37909		
Commodity Code			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
Project Name						
JESD-SUMMER YOUTH			98/99	0		
EMPLOYMENT TRNG PROG.			FY99/00	\$18,599	I	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of Redlands

hereinafter called City of Redlands

Address P.O. Box 3005/35 Cajon Street

Redlands, CA 92373

Phone

Birth Date

(909) 798-7695

Federal ID No. or Social Security No.

95-60000-766

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AMENDMENT No.1 TO 99-273-A-1 (JTPA Title IIB/SYETP

City of Redlands received a JTPA IIB contract to provide training to youth ages 14 to 21. These youth will receive training in many areas to include: basic education skills, pre-employment training, paid work experience and to accept responsibility. This amendment is to increase the Agreement by \$18,599, from \$51,000 to \$69,599. The number of youth to be served will increase by 7, from 19 to 26.

Therefore, the following modifications are to be incorporate into Agreement No 99-273 A-1 (JTPA A14G335-9).

- Front page, change the Contract Amount to read: \$69,599
- Page 5, General Description, paragraph two- (2) change to read 26 youth.
- Page 13, Compensation and Budget Statement, change to read, Sixty-nine thousand, five hundred ninety-nine dollars, \$69,599.

- Page 14, Compensation and Budget Statement, change to read,

Cost Principles	JTPA Funded	Other Sources	Total
Administration	\$3,480	\$0	\$3,480
Training	\$66,119	\$0	\$66,119
Total Program Budget	\$69,599	\$0	\$69,599

- Page 16, Planned Enrollment, change to read ~~56~~.26.
- Page 16, change the Significant Segment Planned numbers to reflect the same % of Enrollments as contracted.

Except as indicated above, all other terms and conditions of the Agreement remain the same. This Amendment No. 1 effective May 19, 1999, should be placed on file and attached to the Agreement No. 99-273-A-1 (JTPA a14G335-9)

COUNTY OF SAN BERNARDINO

Chairman, Board of Supervisors

Dated MAY 25 1999

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By Mary Louise Gentry
Deputy

Approved as to Legal Form

County Counsel

Date 5-10-99

Reviewed as to Affirmative Action

Date

Reviewed for Processing

Agency Administrator/CAO

Date

City of Redlands

(State if corporation, company, etc.)

By

Gary M. Luebbers
(Authorized Signature)

Dated May 5, 1999

Title City Manager

Address 35 Cajon, Redlands CA 92373

County File Number: 99-273
JTPA Agreement No. A90G335

COUNTY OF SAN BERNARDINO AGREEMENT
JOBS AND EMPLOYMENT SERVICES DEPARTMENT
AGREEMENT SIGNATURE PAGE

This Agreement is entered into by the County of San Bernardino, hereinafter referred to as the "JTPA Service Delivery Area" and City of Redlands

hereinafter referred to as the "Contractor." This Agreement is to provide for the operation of program(s), which provide training and/or employment and/or services for participants under the Job Training Partnership Act of 1982, as amended in November 1992, and any regulations which may replace or amend JTPA.

The Contractor agrees to abide by and adhere to all provisions of this Agreement. The Service Delivery Area agrees to reimburse the Contractor in accordance with the terms and conditions of this Agreement for allowable expenses incurred to the extent that such expenses are described herein and are incurred within the period of this Agreement and/or are allowable under current policies and regulations of the Act, the State of California and the County JTPA Service Delivery Area.

CONTRACT AMOUNT: \$ 51,000

PROJECT NAME: 1999 Summer Youth Employment Training Program (SYETP)

PERIOD OF AGREEMENT

May 3, / October 15, 1999
Beginning Date Ending Date

SDA: COUNTY OF SAN BERNARDINO

CONTRACTOR

APPROVED AS TO FORM:

By: Jon D. Mikels
Date: APR 20 1999

By: Gary M. Luebbbers
Date: April 6, 1999

By: Regina Coleman
Date: 4-7-99

Name: Jon Mikels

Name: Gary M. Luebbbers

Name: Regina Coleman

Title: Chairman of the Board of Supervisors

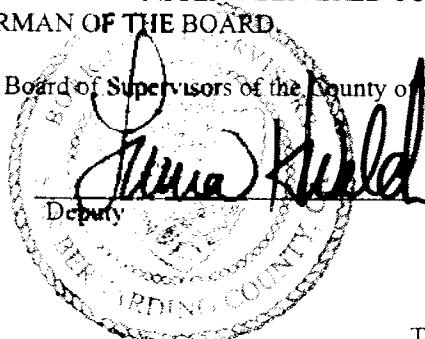
Title: City Manager

Title: Deputy County Counsel

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By: [Signature]



Reviewed for Processing:

By: Terri Bishop, SESA
Date: 4-7-99

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AGREEMENT SUMMARY

FUNDED AGENCY

CITIES AND UNINCORPORATED AREAS TO BE SERVED

Name: City of Redlands

City/Area: Redlands

Street: P.O. Box 3005/35 Cajon Street

City/Area: Mentone/Yucaipa

City: Redlands Zip Code: 92373

City/Area: Highland

City/Area: Loma Linda

Program Director: Karen Olsen

Phone Number: (909) 798-7514

Contact Person: Eileen Dirksen

Phone Number: (909) 798-7695

LENGTH OF FINANCIAL AGREEMENT
(allowable period under which costs may be
incurred)

FROM May 3, 1999 TO October 15, 1999

PROGRAM ACTIVITY (Check items that are applicable)

☐ A - Assessment/Intake Activity

☐ J - On-the-Job Training (OJT)

☐ S - Supportive Services/NBP

☐ B - Basic Ed/Remedial Education

☐ K -

☐ T - Job Dev/Job Club/Placmt

☐ C -

☐ L - Limited Internship (youth)

☐ U -

☐ D -

☐ M - Case Management (SDA)

☐ V - Voc. Exploration Skills

☐ E - Education for Employment (youth)

☐ N - Individual Skills Training

☐ W - Work Experience

☐ F - Vocational/Skills Training

☐ O -

☐ X - Entry Emp. Exp. (youth)

☐ G - Customized/Industry Specific

☐ P - Pre-employment Skills/Work
Maturity Skills (youth)

☒ Y - WkExp/RemEduc./Wk
Readiness (SYETP only)

☐ H - Job Specific Skills (youth)

☐ Q - School-to-Work

☐ Z -

☐ I -

☐ R - Rapid Response/Basic Readjustment
(EDWAA)

CERTIFICATION

A. Chief Officials/Officers of the Board of Directors (list names and titles):

1. <u>Mayor William E. Cunningham</u>	Title <u>Mayor</u>
2. <u>Geni A. S. Banda</u>	Title <u>Mayor Pro Tem</u>
3. <u>Pat Gilbreath</u>	Title <u>Council Member</u>
4. <u>John L. Freedman</u>	Title <u>Council Member</u>
5. <u>Gary George</u>	<u>Council Member</u>

B. Chief Fiscal Officer, Bookkeeper or Accountant:

Name: Bonnie J. Johnson

Address: P.O. Box 3005/35 Cajon Street

City: Redlands Zip Code: 92373

Phone: (909) 798-7543

C. Date this Organization was founded:

Month: December Day: 3 Year: 1888

D. State/Federal Identification:

State ID Number: 800-9833-8

Federal ID Number: 95-6000-766

E. Authorization:

This is to certify that the above information is true, complete, and correct and that

Gary Luebbers, City Manager

(Name of Contract Signatory Official)

of

City of Redlands

(Organization)

is legally authorized by its governing body to enter into this Agreement and other related transactions on its behalf.

CITY OF REDLANDS

William E. Cunningham, Mayor

ATTEST:

Lorrie Poyzer, City Clerk

Signature of Board Member

William E. Cunningham, Mayor

Name and Title

35 Cajon Street/P.O. Box 3005

Address

Redlands, CA 92373

City and Zip Code

(909) 798-7510

Telephone Number

I. GENERAL DESCRIPTION:

Briefly describe the training program, including a statement of work to be performed and specific features of the program. Text must be specific, concise, and clear. Activities under SYETP shall be a combination of work-based training and classroom-based training. Work-based training includes Work Experience. Classroom-based Training shall include Work Readiness Skills and Remedial Education Skills. Completion of an Objective Assessment and development of an Individual Service Strategy (ISS) for participants must also be described.

The City of Redlands SYETP will focus on youth aged 16-21, determined to be "most-in-need" based on the measurement criteria set by the JTPA. Our program is designed to enhance basic educational skills of youth, encourage school completion or enrollment in supplementary or alternative school programs, provide eligible youth exposure to the world of work, and enhance citizenship skills. A total of 19 participants, working an average of 31 hours per week, to be paid at a rate of \$5.75 per hour will be hired, resulting in a projected expense of \$2684 per participant for the duration of the 9-week program.

In order to qualify for our program, youth must fall within the "hard to serve" employment barriers, and point system as established by JTPA. Applicants will be hired based on total score and suitability to positions available, existing skills, interest in field of work and appropriateness to program. Those with highest scores will be deemed "most-in-need" and given priority ranking.

The Work Experience portion of our program will include a cross section of job assignments, including park landscaping techniques, drafting techniques, word processing, office practices, sports field maintenance, participation in projects that aid the elderly, building maintenance techniques, equipment maintenance, and data entry. Brief job descriptions will be developed by the Project Director in cooperation with the Site Supervisor. These will be provided to the Program Coordinator, who will, based upon a review of each applicant's various assessments, including the COIN, Work Maturity Survey, and ISSP, make every attempt to match the participant to positions in related fields of interest and skill level. The Program Coordinator will provide overall supervision and guidance to participants, including regularly scheduled Worksite visits and evaluations of participants to ensure participants needs are being met and training progresses.

Upon verification of eligibility for placement, all participants will attend a orientation session to acquaint them with Worksite Supervisors, the organization, safety requirements, JESD Grievance Procedures, timekeeping requirements, etc. A record of attendance, signed by each participant, will be maintained.

All Worksite Supervisors will be contacted on an individual basis and provided with all the information necessary to familiarize them with the program and its reporting requirements, and to establish and encourage clear lines of communications between the Supervisors and SYETP staff.

Remediation is one component of the training portion of our program. Students will be paid during their remediation classes. Remediation classes will be scheduled as a requirement for their students who have not passed the High School proficiency test within the year and have been assessed as needing same based on the CASAS assessment instrument. remedial reading and math classes will be scheduled for a period of six weeks, 2 days per week, 8am to 10am, for a total of 24 hours, beginning the week of July 6, 1999 and ending the week of August 13, 1999. The CASAS instrument will be used for post testing students. Classes will provide the math/reading/problem solving/reasoning skills required, while dealing with "real-life" topics.

The second component of the training program will involve Work Readiness Skills. Each component will complement and support each other in providing the participant's well-rounded educational experience. Classes will emphasize life and work skills, and will be held one hour per day, on alternating Wednesdays, (5 classes), during the 9-week employment period and conducted in a "staff meeting" setting. Sign-in sign-out sheets will be utilized for documentation/accountability purposes. Coupled with proper and close supervision and training by each Worksite Supervisor, and on-going evaluation by the Program Coordinator, the workshops will ensure achieving our desired goal to teach and instill in each program participant basic job skills, general employability skills, and good work habits.

II. PROGRAM SPECIFICATIONS

1. Worksites to be selected for Work Experience in SYETP must be public agencies or private non-profit agencies. Work Experience is short-term or part-time assignment designed to develop basic job skills and good work habits for individuals who have never worked, or have been out of the labor force for an extended period of time.
2. In-school youth can be enrolled in the program once the school district has officially recessed for the Summer. Termination from the SYETP must be prior to the opening day of the Fall semester.
3. Out-of-school youth can be enrolled in the program once the school district in closest proximity has officially recessed for the Summer, and must be terminated from the program on or before September 30th, or on or before the terminating date of the contract, whichever comes first.
4. Students attending schools that operate on a year-round, full-time basis, can be enrolled in the program during the vacation period (off track) treated as the equivalent of a Summer vacation; however, the contract period will prevail and no students in year-round school can be enrolled prior to the commencing date, and/or remain in the program beyond the terminating date of the contract.
5.
 - a. Name of most proximate school district to agency:
Redlands Unified School District
 - b. End date of school year 1998/1999:
June 17, 1999
 - c. Estimated Participant Enrollment Date (must be **after** end date of 1998/1999 school year):
June 28, 1999
 - d. Start date of school year 1999/2000:
September 7, 1999
 - e. Estimated Participant Termination Date (must be **before** start date of 1999/2000 school year):
August 27, 1999

III. ESSENTIAL PROGRAM ELEMENTS

Describe the method of accomplishment of each area listed below. If another agency is directly involved in the process, describe the extent of involvement.

1. **OUTREACH/RECRUITMENT:** Describe the Outreach/Recruitment efforts that will be utilized to ensure the target group(s) and the population segment as listed on Contract page 16 will be achieved. The Outreach/Recruitment description shall include how those "most-in-need" and "able to benefit" will be recruited and selected.

Recruitment/Outreach efforts for the 1999 program will include news articles in local newspapers seeking applicants and specifying an emphasis on economically disadvantaged, high-risk youth. Public service announcements will be submitted to Local Cable TV stations. As in the past, contact will be made with our local Continuation School, high School, and Housing Authority representatives to develop potential candidates from the targeted population. Contact will be established with the local Employment Services Department for potential candidates. Information flyers will be developed and posted at various public places, e.g., local Housing Projects, Community Center, YMCA, YWCA, the Continuation School and the School District office.

III. ESSENTIAL PROGRAM ELEMENTS (Continued)

2. **OBJECTIVE ASSESSMENT***: Each participant must be provided with an objective assessment of his/her work history, education, vocational skills, interests, aptitude, attitude toward work, motivation, supportive service needs, and personal employment information to determine employment barriers. Participants must be pre-assessed as to whether they meet the "most-in-need" and "ability to benefit" criteria for participation. Those enrolled in Remedial Education Skills and /or Work Readiness Skills training must also be post-tested to determine the impact of such training on their proficiency; describe:

The objective Assessment is a multiple-stop process. The CASAS instrument will be utilized for academic assessment in Math and Reading. The school's proficiency exam will also be accepted if done within the prior 12 months. SDA's Work Maturity Skills Survey and the COIN instrument are utilized for other areas of assessment. Post-testing will be included.

3. **INDIVIDUAL SERVICE STRATEGY***: The ISS-individual plan shall include an employment goal, appropriate achievement objectives, and appropriate sequence of training services for the participant; describe:

The Individual Service Strategy (ISS) will be developed by using multiple steps. Each participant will be interviewed by the Program Coordinator regarding areas of career interest, strengths, and educational goals. The CASAS will be utilized as an academic math and reading assessment. The participants' proficiency will be reviewed, and remediation will be established if the participant is below grade level. The COIN Interest Assessment will also be administered to each participant. Finally, the SDA's Work Maturity survey, will be utilized to assist in defining a training plan for each participant to complete the development of their individual ISS plan.

4. **INTAKE PROCESS**: Intake eligibility will be performed by the Contractor. The Contractor makes preliminary determination of eligibility, initiates and prepares all required JTPA forms, including the Client Application/Registration (ERF Form), the Referral/Enrollment (EEF Form); the Status Change (ESFa Form) and the Placement Information (ESFb Form), when applicable. The SDA Intake Personnel shall review and make final determination of client eligibility and execute/sign the required JTPA forms.
5. **ORIENTATION**: Participants and Worksite supervisors will be given orientation in regards to program goals, work assignments and schedule, labor laws, attendance, accident reports, civil rights, health and safety, cause for termination, etc. Participant and Supervisor handbooks or any similar materials will be distributed to all persons involved, using the SDAs sample guide.
6. **COUNSELING**: Describe the counseling services that will be available to meet the needs of the participant.

Counseling services will be provided by the Program Coordinator on an individual basis, as needed. Participant's status and needs will be evaluated weekly, with proper documentation. In addition, weekly "staff meetings" involving all participants will be conducted to provide an open forum for airing of concerns and other issues. Documentation of all counseling will be maintained in applicant files.

* A recent assessment and Individual Service Strategy conducted by other non-JTPA agencies (JOBS, regular high school academic program, etc.) which is completed within 1 year of application for services may be used to comply with requirements described in Paragraph 2 and 3 above.

III. ESSENTIAL PROGRAM ELEMENTS (Continued)

7. **SUPPORTIVE SERVICES NEEDS:** Contractors shall provide a full range of supportive services necessary for the participant to complete training. If funds are not allocated in the contract to cover supportive service expenses, the contractor shall explain how the supportive services need will be provided. The Supportive Service Needs shall be identified during the Objective Assessment process and recorded on the ISS. Contractors shall follow the JTPA Service Delivery Area procedural rules on Supportive Services; describe:

Based on past programs, these services would include the following:

- Transportation services, including the purchase of bus passes.
- Counseling services would be provided by the Program Coordinator, as needed. Participant status and needs will be evaluated weekly by the Program Coordinator and College Intern/Job Coach, with proper documentation.

IV. PROGRAM POLICIES/PROCEDURES

1. **ELIGIBILITY FOR SERVICES:** an individual is eligible to participate in SYETP if such individual is:
 - a. age 14 through 21 years
 - b. economically disadvantaged, or eligible for FREE meals under the National School Lunch Act during the most recent school year
 - c. a resident of the County of San Bernardino, **excluding City of San Bernardino** residents

Additionally, the Contractor assures that it shall provide training and employment opportunities to those who can benefit from, and who are most in need of, such opportunities and shall make efforts to provide equitable services among substantial segments of the population (JTPA § 141 a).

2. **INSURANCE REQUIREMENTS:** (In accordance with labor Standards, the Comprehensive Liability and Workers' Compensation Insurance coverage must be made available with respect to injuries suffered by participants and staff personnel; for more details, refer to the JTPA General Provisions). Describe:

§ The Comprehensive, Liability, and Workers' Compensation Insurance coverage that is provided for participant, using funds provided by this SYETP Contract. Certificate of Insurance shall be on file at the Contractor's office, with a copy sent to the Jobs and Employment Services Department, for their files.

3. **PROGRAM MANAGEMENT:** Describe the Program Management system that will be used to appraise the program for both programmatic and fiscal performance on a regular basis. Indicate the type and frequency of reports, meetings, conferences, or other methods used for program management.

The Program Director or Assistant Director will meet on a regular basis with the SYETP Program staff to address any issues that may arise and evaluate program progress. A follow-up meeting will be held to discuss feedback from the site Supervisor (after their completion of a survey) and evaluate the areas of successes and needed improvement. A monthly budget report will be requested from the Finance Department reflecting expenditures, and beginning and current balances.

IV. PROGRAM POLICIES/PROCEDURES (Continued)

4. **ACCOUNTING and INTERNAL CONTROLS:** These include systems that may include Accounting Principles and Practices, Maintenance of Records, Transactions/Financial Reports, Claims for Reimbursement, Internal Control Structure to assure compliance with laws, regulations and contracts.
 - § Proper accounting practices will be implemented to ensure the accountability of all funds received and expended or disbursed under this Contract. Records supporting financial transactions are maintained in file.
 - § Request for Reimbursement will be prepared and submitted before the tenth (10th) day of each month to claim the actual expenditures incurred during the previous month(s).
 - § Internal control structure will be implemented to prevent fraud, misuse of funds and to assure compliance with laws, regulations, grants and contracts.
5. **COST ALLOCATION PLAN METHODOLOGY:** Within 30 days of execution of this contract, the Contractor shall submit a Cost Allocation Plan to JESD for approval. The methodology used shall be maintained on file at the SDA's office.
 - § Such a plan is defined as a method to ensure each funding source is fairly charged, and the process of distributing costs that benefit more than one final cost objective is equitably distributed to all benefiting activities.
 - § If the Cost Allocation Plan is not approved by JESD then claims for reimbursement may not be approved for payment.
6. **WORKSITE AGREEMENT:** Is an Agreement utilized for work-based training and is developed and signed by the Contractor, the Worksite Supervisor, and the JTPA participant.
 - § The Contractor is responsible to conduct pre-monitoring and evaluation of worksites, based on the nature of the training provided and the career interests of the participants. The Jobs and Employment Services Department reserves the right to reject/withdraw any worksite if it does not meet qualifications for worksite selection.
 - § The Contractor shall maintain on file a copy of the Worksite Agreement between the involved parties, with one (1) copy forwarded to the Jobs and Employment Services Department, and one (1) copy each given to the Worksite Supervisor and the Participant.
7. **PROGRAM INCOME or AVERAGE DAILY ATTENDANCE FUNDS:** Indicate whether or not the program will generate any ADA funds, revenue, or income. If so, include estimated amount and source. ADA funds must be used primarily for teacher's salary. JTPA funds can only be used to supplement/support the teacher's salary when ADA funds are not available and/or are not enough; describe:

NO ADA FUNDS ARE GENERATED BY THIS PROGRAM.

IV. PROGRAM POLICIES/PROCEDURES (Continued)

8. **GRIEVANCE PROCEDURE:** Is the internal procedure to be used for resolving grievances or complaints, including the specific steps a participant must follow, and the time limits for resolution. The Contractor can use the sample form provided by the Jobs and Employment Services Department, or use the guide shown below. Complete "a" and "b".
- | | |
|---|--|
| a. Complaint/grievance identified verbally and discussed by participants with _____
Site Monitor
(position title) | Same day or within 24 hours maximum.
If not resolved, go to the next Step. |
| b. Complaint/grievance identified in writing and discussed with _____
Coordinator
(position title) | Same day or within 3 days maximum. If not resolved, go to the next Step. |
| c. Initial hearing on grievance; complainant, witnesses, contractor or representative meet to resolve grievance. | Within 7 days after receipt of written complaint. If not resolved, go to the next Step. |
| d. Final hearing on grievance; all parties meet to resolve grievance. | Within 20 days of filing of grievance If not resolved, go to the next Step. |
| e. All documents, procedures, and reports forwarded to the Jobs and Employment Services Department for appropriate actions according to the Jobs and Employment Services Department's Grievance and Hearing Policy of May 20, 1991. | Contractor will be notified of the actions taken by the Jobs and Employment Services Department and resolution of the complaint; decision shall be made within 45 days of filing of grievance. |

The Contractor shall provide each participant with a copy of its internal JTPA Participant Complaint and Hearing Procedures upon enrollment into the program. The Contractor shall maintain on file a copy signed by the participant, with the second signed copy given to the participant.

V. ADDITIONAL STIPULATIONS:

1. Continued funding or modification of this Contract to increase funds will be contingent upon the availability of funds. Also, the JTPA Service Delivery Area makes no commitment to fund this project beyond the terms of this Agreement.
2. The JTPA Service Delivery Area may unilaterally suspend and/or terminate this Contract if grant funds to the JTPA Service Delivery Area are suspended or terminated, or if the Contractor refuses to accept additional conditions imposed on it by the Department of Labor, the State JTPD, or the JTPA Service Delivery Area.

In the event of such suspension or termination, the Contractor will be paid, up to the date of suspension or termination, for any amount, which is properly incurred by the Contractor as a result of performance of this Contract.
3. The Contractor shall not incur expenditures prior to the commencement date, and after the termination of this Contract. In addition, at the expiration of this Agreement, or upon termination prior to the expiration, funds not obligated or expended shall revert to the JTPA Service Delivery Area.
4. The Contractor assures and assumes full responsibility under the Act, in compliance with safeguards against fraud and abuse as set forth in the Act, and pursuant to Department's Policy of July 1, 1990 (Rev. 1) regarding Report of Fraud and Abuse.

V. ADDITIONAL STIPULATIONS (Continued)

5. The Contractor shall operate a County of San Bernardino JTPA Program in accordance with the Contract policy as approved by the Private Industry Council and the San Bernardino County Board of Supervisors; and as set forth in the JTPA Service Delivery Area's Grant application, which is incorporated herein by this reference.
6. The Contractor shall comply with all provisions contained in JTPA General Provisions, which are part of the completed Agreement.
7. The Contractor shall be paid, on a cost-reimbursement basis, for allowable expenses under the terms and conditions of this Agreement. The Contractor shall invoice the JTPA Service Delivery Area by the tenth (10th) day of each month for expenditures actually incurred during the previous month(s).

Additionally, the Contractor must report and submit all final claims for payment within the final closeout of the Contract. The final closeout of the Contract is due within thirty (30) days after contract ending date.

8. The Contractor shall be responsible for any funds expended on participants who were found ineligible for JTPA services, or found in violation of rules, regulations, JTPA grant or contract.

Also, any disbursements made under this Agreement which are later determined to be disallowed costs through monitoring, audit, investigation, or review of records, will be made due and payable within forty-five (45) days after notification. If said reimbursement is not made within the stated time, the JTPA Service Delivery Area may withhold said amount from non-Federal funds that may be due or become due the Contractor.

Further, the County has the authority to withhold funds under this Agreement, pending a final determination by the JTPA Service Delivery Area of questioned expenditures or indebtedness to the JTPA Service Delivery Area arising from past or present agreements between the JTPA Service Delivery Area and the Contractor.

Additionally, the JTPA Service Delivery Area may withhold payments to the Contractor if the Contractor fails to comply with any provisions of this Agreement.

9. Where liability for debt collection is determined to be at the Contractor's level, the Contractor will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation, or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the Jobs and Employment Services Department's Debt Collection Policy (Rev. 1) of October 30, 1990, and/or Policy on Audit Review and Resolutions (Rev.2) of September 16, 1991.
10. The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities authorized under this Title Program. Commingling and/or diverting of funds to support the activities of other programs is NOT authorized. Documentation supporting expenditures should be made available at all times for audit and monitoring purposes.

For cash management, the Contractor shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including JTPA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).

11. The Contractor shall assure that programs and activities funded under this Contract are conducted in compliance with program limitations, and with laws and regulations, including, among others, the Federal Non-Discrimination Laws, §503 and §504 of the Rehabilitation Act of 1973, the Fair Labor Standards, System to Handle Equal Employment Opportunities Issues, Complaint and Grievance, Health and Safety conditions, the Child Labor Laws/Employment of Minors, etc.

V. ADDITIONAL STIPULATIONS (Continued)

12. The Contractor is responsible for monitoring its JTPA Program activities on and off sites. The monitor shall make a written record of their findings and share them with the Worksite Operators, Program Manager and the Jobs and Employment Services Department's monitoring team. The Contractor is also responsible for developing its own monitoring guide and for documenting visits by its staff.

Additionally, the JTPA Service Delivery Area reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices, and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with JTPA Directive 95-25 of 12/20/95, the Department's monitoring guide and policy on Monitoring of JTPA Operator (Rev. 1) dated 12/2/91.

13. Participant's File Records: Participant records to be maintained by the Contractor shall include, but are not limited to, the following: Eligibility Document, Assessment, Individual Service Strategy (ISS), Orientation, Worksite Agreement, Counseling Notes, Application/Registration, other forms for Enrollment, Status Change, training information, and schedules that may include Pre-test, Post-test for Employability Skills and Basic Education Skills, Internal Complaint and Grievance Procedures, timecards, payroll, work permits, medical releases, certification of free meals, and other documents required by JTPA.
14. The Contractor shall be responsible for the arrangement and procurement of an audit in accordance with the Single Audit Act of 1984, and agrees that it will provide the JTPA Service Delivery Area with a copy of its Annual Audit Report, or JTPA Financial and Compliance Report, whichever is applicable. This applies only to those agencies receiving \$300,000 or more in JTPA funds.
15. The Contractor shall provide the JTPA Service Delivery Area (on form provided) a certification stating that the organization and its principals are not debarred or suspended from doing business with governmental agencies, pursuant to Executive Order 12549.
16. The Contractor shall provide the JTPA Service Delivery Area (on form provided) a certification stating that their organization and its principals shall not use funds provided by JTPA in any lobbying activities, and/or agree to submit Standard Form LLL "Disclosure Form to Report Lobbying" if any funds other than Federal funds have been paid or will be paid for such activities.
17. The Contractor shall assure and provide the JTPA Service Delivery Area (on form provided) a certification stating that it will maintain a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988.
18. Program Income: Program income is defined as income received by the Contractor directly generated by a grant or subgrant supported activities, or earned only as a result of the grant or subgrant.

Such income includes income from fees for services performed and from conferences, from the use or rental of real or personal property acquired with grant/subgrant funds, from sale of property or sale of commodities or items fabricated under a grant/subgrant, from revenues earned by governmental/public or private non-profit agency in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/subgrant funds, etc.

The Contractor may retain any program income earned only if such income is added to the funds committed to the JTPA grant and used for JTPA purposes, and under the terms and conditions applicable to the use of the grant.

The Contractors receiving funds under JTPA shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is expended.

V. ADDITIONAL STIPULATIONS (Continued)

For more details, the Contractor should consult the Jobs and Employment Services Department for other requirements involving "Program Income and Interest Earned" which are not described in this paragraph.

19. No purchase of fixed assets, or property, or equipment is authorized under the SYETP due to a limited duration of the program; however, the short-term rent or lease of equipment for use in support of this training may be authorized.
20. Subcontracts/Subagreements

The Contractor, using another party to provide services under this Contract, shall document such services with a subcontract. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:

1. Compliance with all JTPA regulations
2. Stipulation to hold the County harmless as a result of Subcontracting
3. Training/Retraining and other applicable services to the participants
4. Indemnification and insurance requirements imposed on the Subcontractor

Copies of all executed subagreements shall be forwarded to the County within seven (7) days after their execution. The Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment. In addition, the contractor shall also notify the County of any default, termination, or findings of disallowed costs under these subagreements.

21. Advance Funds

The JTPA Service Delivery Area, at its discretion, may permit an advance payment, up to 20% of the contract amount, based on anticipated expenditures and cash flow needs of the Contractor. Funds advanced shall be expended only in direct support of this contract, and any advance funds received by the Contractor are subject to repayment.

Release of advance funds and repayment are executed according to procedural rules adopted by the Jobs and Employment Services Department. The JTPA Service Delivery Area may require the Contractor to secure a fidelity bond before any advance funds are released.

VI. COMPENSATION AND BUDGET STATEMENT

The JTPA Service Delivery Area shall pay to the Contractor an amount not to exceed (spell out amount):

Fifty-One Thousand and 00/100 Dollars.

Dollars \$ 51,000.00 for complete and satisfactory performance of the terms of this Contract. In no event shall the total payment for the agreement period exceed the compensation set forth above, except as provided for by an amendment to this Contract.

(Complete the budget on page 14. Indicate if other non-JTPA funding sources are also used to support the program; if none leave blank).

VI. COMPENSATION AND BUDGET STATEMENT (Continued)

	COST PRINCIPLES	JTPA Funded	Other Sources	Total
A.	Administration	\$ 2,550	\$ 0	\$ 2,550
B.	Training	\$ 48,450	\$ 0	\$ 48,450
C.	Funds Requested	\$ 51,000	\$ 0	\$ 51,000

1. Total budgeted participant wages and benefits is \$ 32,813 . This amount must be 50% or more of the total Training budget. The rate of pay currently applicable is \$5.75 per hour.
2. The combination of Work Experience and classroom training shall not exceed eight (8) hours per day or forty (40) hours per week for any participant.
3. Program Administrative Costs shall not exceed the following percentages of the actual contract expenditures:
 - a. Three percent (3%) for school districts, including community colleges
 - b. Five percent (5%) for other public or community-based private non-profit organizations
4. Wages and/or other compensations received by participants are treated as taxable income, and are subject to normal withholding of taxes applicable to similarly situated employees.
5. Participants shall be paid for the actual time worked in the Work Experience component, and for actual instructional time, as applicable, in Remedial Education Skills Training and Work Readiness Skills Training.
6. JTPA §143 (a)(5) specifies: *"No funds available under the Act may be used for contribution on behalf of any participant to retirement systems or plans"*.
7. Department of Labor's Notice #5-91 of 7/23/91 and Rev. 1 of 11/22/91, DOL Letter 27-91 of 6/25/91 and JTPA Information Bulletin 9-21 of 1/16/92 recommend that, effective 7/1/91, FICA (including Medicare) be deducted on all participant wages if those participants were not members of a retirement system. These guidelines also state: *"Employers who do not make FICA payments run the risk of having to make retroactive payments"*.
8. Participant's benefits include the Workers' Compensation Insurance and other insurances if required.
9. Contract funds can be used to subsidize the Contractor's portion of FICA payment, currently 7.65%, including Medicare.

ATTACHMENT ONE

JOB TITLES AND WORKSITE LOCATIONS (Planned)

Contractor's Name City of Redlands		
Agreement Number: A90G335		
Job Titles	Agency & Worksite Locations (Do Not Use P.O. Boxes)	Phone Number
	Positions and worksites are currently being developed and will be finalized once the negotiations with the various agencies & offices are completed. At that time, the appropriate list of worksites will be provided.	
TOTAL WORKSITES:		
This form should be completed for the Work Experience component of the contract. List all job titles and worksites developed for this training component. Use additional sheets if needed.		

ATTACHMENT TWO

TARGET GROUP AND POPULATION SEGMENT PLAN

Planned Enrollment

Total Number to be Enrolled	19
Total Not Completed Training	0
Total Completed Training	19

School Status

Number of In-School Youth	15
Number of Out-of-School Youth	4

Hard -to-Serve

	Number	% of Enroll.
Basic Skills Deficient	19	100
Educational attainment that is one or more grade levels below (in-school Youth) or school dropout (out-of-school youth)	9	47
Pregnant or parenting	8	42
With disability, including learning disability	1	5
Homeless or runaway	3	15
Offender	1	5
Member of family receiving public assistance	5	26
(Categories may over lap - do not equal 100%)	10	52

Population Segment Plan*

	Number	% of Enroll.
Male	10	52
Female	9	48
(Total percentage must be equal to 100%)	19	100
Age 14 – 15	0	0
Age 16 – 21	19	100
(Total percentage must be equal to 100%)	19	100
White	4	21
Black	2	11
Hispanic	12	63
American Indian/Alaskan	0	0
Asian/Pacific Islander	1	5
Other	0	0
(Total percentage must be equal to 100%)	19	100

- **Population Segment Means:** A group within the local population whose characteristics cause individuals within them to experience unusual difficulty in obtaining employment.

Any deviation of plus or minus fifteen (15) percent from this Population Segment Plan by the Contractor shall require a justification. Further, the Contractor recognizes that the JTPA Service Delivery Area may not contract for the future with any organization which is in non-compliance with the Target Group and Population Segment Plan may not contract for the future with any organization which is in non-compliance with the Plan, or it has been determined that the Contractor has substantially violated the Plan.

ATTACHMENT THREE

JTPA GENERAL PROVISIONS

1. Amendment and Waivers

- A. Funding of this Contract is contingent on the availability of Federal or State funds and continued Federal or State authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

This Contract is subject to amendment, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy; amendment must be in writing and properly executed by both parties.

- B. Waivers of any provisions of this contract must be in writing and signed by the authorized personnel, and no waiver of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

2. Auditing Requirements

- A. The Contractor shall establish such internal control structure and fund accounting procedures as required by JTPA and State and Federal or local regulations or as may be deemed necessary to assure the proper disbursement of, and accounting for, funds paid to the Contractor under JTPA.
- B. The JTPA Service Delivery Area, the U.S. Department of Labor, and the State of California, shall have the right to monitor, and/or evaluate all conditions and activities and to investigate and audit all records or documents related to the conduct of programs funded by the JTPA Service Delivery Area.
- C. The Contractor shall maintain and make available to the auditors/monitors adequate records, cooperate with all auditors/monitors, comply with all Federal regulations, State, and local laws that are cited in JTPA laws as they relate to the utilization of funds or operation of programs.
- D. The auditors/monitors performing audits shall report to the JTPA Service Delivery Area any incidents of misuse of funds, fraud, or other criminal activity in relation to this Contract, the Act, or Regulations.
- E. Governmental/Non-governmental agencies shall be responsible for the procurement of an audit under the provisions of OMB Circular A-133 (or any other OMB circular that becomes legislation) in accordance with the Single Audit Act of 1984. OMB Circular A-133, July 30, 1997 refers to "Audit of State and Local Governments", Circular A-133, April 28, 1997 established "Audit of Institutions of Higher Education and other Non-Profit Organizations".

Commercial/Private-for-profit Organizations must have an audit, which could be either an independent financial and compliance audit of JTPA funds, or an organization-wide audit that includes coverage of JTPA funds within its scope. The audit is usually performed annually, but not less frequently than every two-(2) years.

Therefore, the Contractor will be responsible for providing the JTPA Service Delivery Area with information which will assist the JTPA Service Delivery Area in determining if the Contractor has met its audit requirements for organizations that received/receives \$300,000 or more in Federal funds in any given fiscal year. This responsibility may include, but not be limited to, providing the JTPA Service Delivery Area with a copy of the Annual Audit Report. Compliance with the Single Audit Act of 1984 shall be executed according to the Department's policy of 9/16/91 (Rev. 2),

Further, the Contractor acknowledges that the County of San Bernardino may not contract with any organization which is not in compliance with these requirements and /or payment to the Contractor may be withheld by the JTPA Service Delivery Area if the Contractor fails to comply with the request.

3. Compliance with Laws and Regulations

The Contractor warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County of San Bernardino. The Contractor further warrants and certifies that it shall comply with any new or amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract. Examples of applicable laws, rules, or regulations include, but are not limited to, the following:

- A. The Job Training Partnership Act (JTPA) Public Law 97-300 of 1982, all regulations and any new legislation, regulation, or policy, which may replace or amend JTPA.
- B. The terms and conditions of this Contract and all applicable Federal, State, and local laws, regulations, and policies, and amendments thereto.
- C. Any provisions made by the JTPA Service Delivery Area that were imposed upon the JTPA Service Delivery Area by the State of California with respect to grant application for funds under JTPA.
- D. County of San Bernardino JTPA policies as set forth in the RFP for JTPA training programs.
- E. County of San Bernardino administrative procedures and technical assistance released in the form of field memorandums and policy manuals.
- F. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).
- G. Davis-Bacon Act of 1931 and Fair Labor Standard Act of 1938 (where applicable).
- H. Hatch Act of 1939, as amended, October 1993; and California Political Reform Act of 1974.
- I. Equal Pay Act of 1963 (where applicable).
- J. Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972; and Executive Order 11246 of 1965 (Affirmative Action Obligations).
- K. Age Discrimination Act of 1975, and Age Discrimination in Employment Act (where applicable).
- L. Military Selective Service Act, Section 3 (if applicable).
- M. Rehabilitation Act of 1973, and American Disabilities Act of 1990 (where applicable).
- N. Title IX of the Education Amendment of 1972 (Non-Discrimination on the basis of sex).
- O. Single audit Act of 1984.
- P. Immigration Reform and Control Act of 1986 (where applicable)
- Q. Occupational Safety and Health Act of 1970 (standard on health and safety)
- R. Executive Order 12549 (Debarment, suspension, and Exclusion).
- S. Child labor laws in California, Child Labor Standard Act, Family and Medical leave Act of 1993, Assembly Bill 1900 of January 1995: Employment of Minors (where applicable)
- T. Drug-Free Workplace Act of 1988.
- U. Anti lobbying and Disclosure of Lobbying Activities.

4. Non-Discrimination and Affirmative Action Compliance

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection of training.

The Contractor also agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250. Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the CONTRACT COMPLIANCE AGENCY of the County of San Bernardino at (909) 386-8689.

5. General Requirements

- A. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under JTPA.
- B. No funds may be provided under this Contract for any subsidized employment with any private-for-profit employer, unless the person employed is a youth, 16 to 21 years of age, who is economically disadvantaged and the employment is provided in accordance with § 264(C) (1), Subparagraphs (F) and (H) of the Act.
- C. All education programs for youth supported with funds provided under Title IIB shall be consistent with applicable State and local educational standards. In addition, the standards and procedures with respect to the awarding of academic credit and certifying educational attainment in programs under Title II shall be consistent with the requirements of applicable State and local law and regulation.
- D. No funds under JTPA shall be used for Employment Generating, Economic Development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resources centers and similar activities. Additionally, no funds under Title II and Title III shall be used for foreign travel.
- E. No funds available under Title II (Part A, B, and C) may be used for Public Service Employment (PSE).

6. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the JTPA Service Delivery Area, the Private Industry Council, and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions, and for any costs or expenses incurred by the JTPA Service Delivery Area and the Private Industry Council on account of any claim therefore, except where such indemnification is prohibited by law.

7. Insurance Requirements

Without, in any way affecting the indemnity herein provided, and in addition thereto, the contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- A. **Workers' Compensation** - A program of Workers' Compensation Insurance or a State approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with **\$250,000** limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- B. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (**\$1,000,000**).
- C. **Errors and Omission Liability Insurance** - Combined single limits of **\$1,000,000** for bodily injury and property damage and **\$3,000,000** in the aggregate or
- D. **Professional Liability** - Professional liability with limits of at least **\$1,000,000** per claim or occurrence.
- E. **Additional Named Insured** - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the JTPA Service Delivery Area and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- F. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the JTPA Service Delivery, its officers, employees, agents, volunteers, contractors and subcontractors.
- G. **Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- H. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the Jobs and Employment Services Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Jobs and Employment Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- I. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the county, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement, and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

- J. Professional service contracts in excess of **\$1,000,000** shall be independently reviewed by the Risk Manager and the County Counsel.

8. Fidelity Bond

The JTPA Service Delivery Area may require that the Contractor secure a fidelity bond against any losses of money and other property caused by any fraudulent or dishonest act committed by any employee, board member, officer, partner, shareholder and/or trainee. The bond shall be limited to this Contract and shall name the JTPA Service Delivery Area as loss payee or additional insured for the purpose of reimbursement of any loss sustained by the action of the Contractor in the performance of this Contract.

9. Labor Standards

- A. The Contractor shall comply with the Labor Code of California, the Child Labor laws in California, the Child Labor Standard Act, Assembly Bill 1900: Employment of Minors, and all other applicable regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- B. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
- C. Health and safety standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.
- D. No program under the Act shall impair (1) existing contracts for services; or (2) existing collective bargaining Contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities which affect such Contract.
- E. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act.

10. Maintenance of Effort

- A. The Contract will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages, or employment benefits).
- B. The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

11. Non-Duplication of Service

- A. Funds provided under this Contract shall only be used for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
- B. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

12. Payment of Benefits (where applicable)

- A. When applicable, individuals employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest: (a) the minimum wage under the Fair Labor Standard Act of 1938, (b) the minimum wage under the applicable State or local minimum wage law, or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- B. A trainee shall receive no payments for training activities in which the trainee fails to participate without good cause.
- C. No funds available under this Contract may be used for contribution on behalf of any participant to retirement systems or plans.

13. Permits and Licenses

- A. The Contractor shall obtain all permits and licenses necessary to the performance of this Contract. The Contractor shall pay all normal fees for permits, licenses, inspections, or any other certification or service required in the performance of this Contract. The JTPA Service Delivery Area is not permitted to waive any fees for services, except as otherwise required by laws.

14. Prohibition of Activities

- A. The Contractor will assure that no funds under this Contract shall be used to assist, promote, or deter union organizing activities.
- B. Sectarian Activities - The Contractor certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article IVI, Section 5 of the Constitution, regarding separation of church and state.
- C. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.
- D. None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for, or to promote any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
- E. The Contractor is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal dispute against the JTPA Service Delivery or its official representatives.

15. Standard of Conduct

The Contractor hereby assures that, in administering this Contract, it will comply with the Standard of Conduct set out herein, for maintaining the integrity of the project and avoiding any conflict of interest, favoritism, nepotism, and any situation which may give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

A. Conflict of Interest

- 1. The Contractor assures that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee, or agent of the Subcontractor; or where such person knows or should have known that:

§ A member of such person's immediate family or **partner**, or organization has a financial interest in the Subcontract; and

§ The Subcontractor is someone with whom such **person** has negotiated or is negotiating any prospective employment.

2. The Contractor assures that it will establish safeguards to prohibit **employees** from using their position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have **business** or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the JTPA Service Delivery Area.
3. The Contractor shall not subcontract with a former director, officer, or **employee** within a 2-year period following the termination of the relationship between said **person** and the Contractor.
4. Conducting Business Involving Relative - No relative by blood, **adoption** or marriage of any executive or employee of the Contractor, will receive favorable **treatment** when considered for enrollment in programs provided by, or employment with, the Contractor.
5. Conducting Business Involving Close Personal Friends and Associates - Executives and employees of the Contractor will be particularly aware of the varying **degrees** of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
6. Further, the Contractor assures that no member of its Board, **officer**, or **employee** of the Contractor shall have any interest, direct or indirect, in any **contract** or subcontract or the proceeds for work to be performed in connection with this project during his/her tenure as such employee, officer, or member of the Board.
7. The Contractor warrants that it has not paid, and will not pay, to any **third person** any money or other consideration for obtaining this Contract.
8. This Agreement contains the entire Agreement of the parties and **supersedes** all negotiations, verbal or otherwise, and any other Agreement between the parties hereto. This Agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the JTPA Service Delivery Area and the Contractor.

B. **Nepotism**

1. No relative by blood, adoption, or marriage of any executive or employee of the Contractor will receive any favorable treatment for enrollment in services provided by, or employment with, the Contractor.
2. The Contractor may not hire a person in an any capacity, staff position, or Work Experience/On-the-Job Training position with funds provided by this Contract if a member of that person's immediate family is engaged in a direct administrative capacity upon such person.

NOTE: A person in Administrative capacity is a person who either has an overall administrative responsibility for a program, or had responsibility of the Contractor's program.

For more details, the Contractor should consult the Jobs and Employment Services Department for all other matters involving "Conflict of Interest, Nepotism, Code of Conduct" which are not described in this paragraph.

16. Report on Inventions, Patents and Copyrights

If any project produces patentable items, patent rights, discovery or inventions in the course of work under a Federal grant or Agreement, the Contractor shall report the fact promptly and fully to the JTPA Service Delivery Area.

The County, or the State, or the DOL's representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, royalty will be administered in order to protect the public interest consistent with the government policy.

For more details, the Contractor should consult the Jobs and Employment Services Department for other possible requirements involving "Invention, Patents and Copyrights" which are not described in this paragraph.

TOTAL BUDGET REQUEST

Attachment 1

	JTPA FUNDS	OTHER SOURCES	TOTAL
TOTAL SECTION I – ADMINISTRATION	2,550		2,550
TOTAL SECTION II – TRAINING	48,450		48,450
TOTAL AMOUNT REQUESTED	51,000		51,000

Budget Statement – Complete the budget below. Indicate other funding sources, if available.

SECTION I - ADMINISTRATION			
A. Staff Salaries and Benefits			
B. Staff Travel			
C. Staff Training			
D. Equipment (rental/lease, maintenance)			
E. Rent			
F. Utilities			
G. Telephone			
H. Consumable Supplies			
I. Printing, Reproduction			
J. Advertising, Marketing			
K. Insurance, Bonding	1935		1935
L. Subcontracts (janitorial, etc)			
M. Other Expenses (specify)	615		615
(Staff Assist. Salary @\$15.37/hr x 40hrs)			
TOTAL ADMINISTRATION	2550		2550

Note: Program Administrative Costs shall not exceed three percent (3%) of the actual contract expenditures for all school districts, nor exceed five percent (5%) for other public or community-based private non-profit organizations.

Budget Statement – Complete the budget below. Indicate other funding sources, if available.			
SECTION II – TRAINING COSTS	JTPA FUNDED	OTHER SOURCES	TOTAL
A. Staff Salaries and Benefits	12,866		12,866
B. Staff Travel	1,000		1,000
C. Staff Training			
D. Equipment (rental/lease, maintenance)			
E. Rent			
F. Utilities			
G. Telephone			
H. Consumable Supplies	276		276
I. Printing, Reproduction	150		150
J. Advertising, Marketing			
K. Insurance, Bonding			
L. Subcontracts (janitorial, etc)			
Training Mat'ls & Supplies			
M. Other Expenses (specify)	120		120
N. Participant Wages and Benefits	32,813		32,813
O. Other Expenses	600		600
P. Supportive Services			
Transportation (bus passes/mileage)	325		325
Childcare			
Safety Equip/Uniforms	300		300
TOTAL TRAINING COSTS	48,450.00		48,450.00

Note: No less than fifty percent (50%) of expenditures for Training Costs must be for participant wages.

County of San Bernardino
JOBS and EMPLOYMENT SERVICES DEPARTMENT (JESD)

STAFF SALARY ANALYSIS						
Position/Title	Salary Per Week	JTPA %	JTPA # Weeks	Admin. Salaries	Training Salaries	Total Salaries
Program Coordinator	600	100	18		10,800	10,800
Remedial Instructor	192	100	6		1,152	1,152
TOTALS				\$0	11,952.00	11,952.00

Staff Fringe Benefits Analysis - Specify Benefits	JTPA Salaries	Benefit Rate (%)	Administrative Costs	Training Costs	Total Benefits
Administrative					
Training Benefits	11,952	7.65% (FICA)			\$914.00
FICA					
Medicare					
UI					
Worker's Comp					
H & W					
TOTALS			\$	\$	\$914.00

TOTAL SALARIES & BENEFITS		\$0	\$11,952.00	\$12,866.00
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County of San Bernardino
JOBS and EMPLOYMENT SERVICES DEPARTMENT (JESD)

PARTICIPANT WAGE ANALYSIS					
Type of Training	Number of Positions	Hourly Wage - \$5.75	Hours Per Week	Number of Weeks	Total Wages
Work Experience	19	5.75	31	9	30,481
Work Readiness Skills					
Remedial Education Skills					
TOTAL WAGES					30,481

PARTICIPANT FRINGE BENEFIT ANALYSIS			
Type of Benefit	Benefit Rate (%)	Salaries	Total Benefits
FICA and Medicare Contribution	7.65	30,481	2,332
Worker's Compensation Ins.			
TOTAL BENEFITS		30,481	2,332

TOTAL WAGES AND BENEFITS	\$32,813
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Note: JTPA 143 (a)(5) specifies that, "no funds available under the Act may be used for contribution on behalf of any participant to retirement systems or plans".

Department of Labor's Notice #5-91 of 7-23-91 and Rev. 1 of 11-22-91, FOL Letter 27-91 of 6-25-91 and JTPA Information Bulletin 9-21 of 1-16-92 recommend that, effective 7-1-91, FICA taxes (including Medicare) be deducted from SYETP participant wages if those participants were not members of a retirement system. These guideline also state, "Employers who do not make FICA tax payments, run the risk of having to make retroactive payments".